

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 2:00 p.m., October 24, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

ZONING & LAND USE CONSULTANT FOR THE CITY OF LAS VEGAS, NM

Proposal Forms and Specifications may be obtained from the following location:

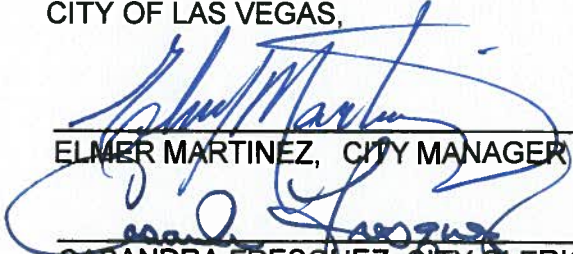
1700 N GRAND AVE


LAS VEGAS, NM 87701

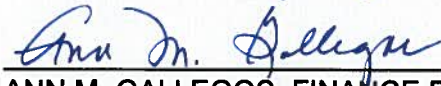
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: ZONING & LAND USE CONSULTANT FOR THE CITY OF LAS VEGAS, NM Opening No. 2015-09; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,


ELMER MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-09

Date Issued: 9-30-14

Published: LAS VEGAS OPTIC
www.lasvegasnm.gov

Oct. 3, 2014

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

The City of Las Vegas reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: October 24, 20 14; 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: November, 2014. The successful offeror will be notified by mail.

ENVELOPES

Sealed Proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal name and opening number. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

BRIBERY AND KICKBACK

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978), states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the Offeror to see that their Proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal thus delayed will not be considered.

NON-COLLUSION

In signing their Proposal and Affidavit, the offeror certifies that he/she has not, either directly or in directly entered into action of restraint of free competition, in the connection with the submitted Proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offerors shall provide their Federal Tax ID Number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

When the City issues a Purchase Order in response to an awarded proposal, a binding contract is created, (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder Must pay Gross Receipts Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

CITY OF LAS VEGAS

REQUEST FOR PROPOSALS FOR ZONING & LAND USE CONSULTANT FOR THE CITY OF LAS VEGAS

I. INTRODUCTION

The City of Las Vegas, New Mexico is requesting qualifications based proposals for a Zoning & Land Use Consultant. This Consultant's role will be to provide technical assistance and training to the City of Las Vegas/ Community Development Department staff in areas of zoning, subdivisions, historic preservation regulations, business regulations & licensing, development reviews and associated land use statutes, code, regulations and policies. The consultant should possess expertise in standard municipal ordinances, applicable state statutes, zoning regulations, application and interpretation of comprehensive master plan objectives, subdivision regulations, development reviews, processing applications to regulatory boards such as the planning and zoning commission and board of adjustment.

II. DESCRIPTION OF SERVICES REQUESTED

- Provide training and guidance to staff to insure compliance with land use plans, ordinances and policies within the City.
- Assists staff in the facilitation of the development review process for land use applications.
- Recommends new ordinances or revisions and helps initiate processes for both adoption and enforcement of such ordinances in the areas of responsibility.
- Assists staff with background research and prepares reports for the Planning and Zoning Commission, Board of Adjustments, City Council, Extraterritorial Zoning Commission, Extraterritorial Zoning authority, and the Design Review Board.
- Assists staff on with presentations to City Council, city boards and committees.
- Assists and guides staff in the interpretation of ordinances, regulations and procedures for the public and private sectors.
- Recommends to Community Development Director various zoning strategies that will maintain existing zoning standards and develop effective methods that will enhance reasonable growth of the community.

A. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

Content and Format of Proposal: Proposal should provide information to address the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related

projects, personnel and equipment available to perform the work, technical approach to the services and references.

The format for proposals shall be a maximum of fifteen (15) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only 8 1/2" x 11" paper and bound on the left margin. A transmittal letter of any type will be included in the fifteen (15) page limit. No other material is to be included.

Submittal of Proposal: Original (1) and three (3) copies of the Proposal must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701 no later than 2:00 p.m. on Oct. 24, 2014. Sealed proposal envelopes shall be clearly marked "ZONING/LICENSING COORDINATOR RFP NO. 2015-09" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in rejection of the proposal.

F. Ranking Criteria: The City of Las Vegas will utilize a technical advisory team made up of City staff, to evaluate the proposals submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this Request for Proposal. Proposals found not to be in compliance will be rejected without further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

1. Specialized Planning, Design, and Technical Competence - (20 points max)

Consultant's experience demonstrating specialized technical competence. The firm should be able to briefly address specific examples of similar projects completed in the other communities. The firm should be headquartered in New Mexico.

2. Capacity and Capability - (15 maximum points)

Consultant's capacity and capability to perform assignments on short notice, and timely basis.

3. Past Record of Performance - (15 maximum points)

Consultant's past performance record on similar project assignments. As part of the Consultant's response, the Consultant's should provide at least one reference.

4. Familiarity with the City of Las Vegas and knowledge of type of work required. (15 maximum points)

Consultant's familiarity with the City of Las Vegas, its historical development, local architecture, development patterns and constraints. Firm's experience in

New Mexico and in dealing with City, State and Federal regulations to include Administrative and Regulatory Agencies such as the State Historic Preservation Division.

5. Current Volume of Work being done for the City - (5 maximum points)

If an offeror has multiple contracts with the City that are not at least 75 maximum points complete, that would be taken into account in ranking the proposal (on the basis that offeror would be too busy to get the current work done if they have excessive additional projects within the City.)

6. Approach to the Project - (15 maximum points)

Firm should briefly describe its approach to providing the requested services.

7. Consultant's Qualifications - (15 maximum points)

The Consultant's should provide a summary/resume of his/her experience.

B. CONTRACTUAL TERMS

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

1. Fee Schedule

A fee schedule outlining the consultant's hourly rate will be negotiated with the consultant and will be made part of the Agreement by Exhibit "A" (see attached example).

2. Term

Offeror selected may be issued a contract for a period of one (1) year and may be renewable at the end of the first year for a total of two (2) years upon agreement as to price and all other terms of the agreement. If the parties do not agree on price or any other provision of the agreement, the contract shall not be renewed.

3. Termination

This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. This

notice requirement shall be shortened only upon a written agreement by the two parties. However, should the Consultant default in the Contract, the City retains the right to terminate this agreement immediately.

4. Timeliness

All work shall be performed in a timely manner, as requested.

5. Communication with the City of Las Vegas

The consultant shall be required to periodically update the City of Las Vegas of the status of any project.

6. Work Stoppage

The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work.

7. Assignability

The Consultant shall not assign, sublet or transfer their interests in the Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to insure that the work is performed satisfactorily.

8. Scope of Contract

This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract and all such agreements, covenants or understandings, oral or written, of the parties of their agents shall not be valid or enforceable, unless embodied into this Contract.

9. Amendment

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

10. Authority to Bind the City

The consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

11. Notices

Any notice required to be given under this Contract shall be deemed sufficient if given writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivery to the Consultant's address.

12. Subject to other Documents

This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist and the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference into this agreement.

13. Conflict of Interest

The Consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.

14. Method of Payment

The Consultant shall submit an itemized monthly statement of work performed on behalf of the City, to the Community Development Department, as outlined herein. The City will then make payment by the 15th of the following month. (See Exhibit "A").

15. Binding Effect

This Agreement shall be binding upon the heirs, personal representatives, assignees and successors in interest of the parties hereto.

16. Indemnification

The Consultant will indemnify, keep and save harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that are a result of an error, omission or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.

C. DATE OF RECEIPT OF PROPOSALS

Proposals pursuant to this Request for Proposals must be received at the location and before the date and time given in the advertisement.

D. FORMAT FOR CONSULTANT SERVICES PROPOSALS

1. Maximum of fifteen (15) pages, including title, index to include the front and back cover.
2. Bound on the left hand margin.
3. 8 ½" x 11" paper.
4. Printed on one side of the sheet only.
5. Original one (1) and three (3) copies of proposal must be submitted.
6. Transmittal letter, if any, to be included in the fifteen (15) page limit.
7. No other material to be included.

E. ENVELOPES

Sealed proposal envelopes shall be clearly marked "ZONING & LAND USE CONSULTANT RFP# 2015-09" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in rejection of the proposals.

F. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offerors whose proposal is most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this request for the proposals. The proposal will be ranked by a committee of at least three (3). It is anticipated that ranking will be completed by November, 2014. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top two or three ranked offerors to develop final rankings or may consider the rankings based on the proposals as being final. The City will undertake negotiations with the top ranked offerors and will not negotiate with lower ranked offerors unless negotiations with the higher ranked offerors have been unsuccessful and have been terminated.

G. COST OF PREPARING AND SUBMITTING PROPOSALS

The City will not pay for any costs associated with the preparation or submission of proposals.

(SUBMIT PROPOSAL WITH ALL COPIES OF THESE PROPOSAL CLAUSES)

*These will not be considered as part of the fifteen (15) page limit.

EXHIBIT "A"

FOR CONSULTING SERVICES THROUGH _____/_____/_____

OTHER SERVICES

FIRST MAN-HOURS PER MONTH @ _____ PER HOUR.

RETAINER HOURS _____ @ \$ _____ \$ _____

TOTAL CONSULTING SERVICES \$ _____

REIMBURSABLE EXPENSES

NM GROSS RECEIPTS TAX \$ _____

TOTAL AMOUNT \$ _____

Note: Fee will be negotiated as outlined above, no direct compensation will be made for accounting, word processing, meals and/or lodging.

EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: _____

DATE: _____

RATING SHEET FOR:		
Offeror: _____		
ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP - ZONING/LAND USE CONSULTANT		
1. Specialized Planning, Design and Technical Competence	<u>20</u>	
2. Capacity and Capability	<u>15</u>	
3. Past Record of Performance	<u>15</u>	
4. Familiarity with the City of Las Vegas and knowledge of type of work required	<u>15</u>	
5. Current Volume of Work Being Done for the City	<u>5</u>	
6. Approach to the Project	<u>15</u>	
7. Consultant's Qualifications	<u>15</u>	
SUBTOTAL PLANNING & DESIGN SERVICES	<u>100</u>	